

MORTGAGE

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FILED
 GREENVILLE, SC
 THIS MORTGAGE is made this 19th day of November 1984, between the Mortgagor, Timothy J. Berkesch and Martha D. Berkesch (herein "Borrower"), and the Mortgagee, Landbank Equity Corporation, a corporation organized and existing under the laws of South Carolina whose address is 33 Villa Road, Suite 401-A, Piedmont West, Greenville, South Carolina 29615 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 9798.79 which indebtedness is evidenced by Borrower's note dated November 19, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 18, 1995;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and lying and being situate on the northern side of Knollwood Lane, within the City limits of Greenville, being known as Lot No. 179, Cleveland Forest, according to a plat of Cleveland Forest prepared by Dalton & Neves, May, 1940, as revised through September, 1945, and recorded in the RMC Office for Greenville County, SC, in Plat Book M at Page 137 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Knollwood Lane at the joint front corner of Lots Nos. 178 and 179, said pin being 218 feet in an easterly direction from the iron pin on the northern side of Knollwood Lane in the northeast corner of the intersection of Knollwood Lane and Dogwood Lane; thence N. 0-32 W. 102.2 feet to an iron pin at the joint rear corner of Lots Nos. 178, 179 and 182; thence N. 57-55 W. 50 feet to an iron pin at the joint rear corner of Lots Nos. 179 and 180; thence S. 19-40 W. 137.2 feet to an iron pin on the northern side of Knollwood Lane at the joint front corner of Lots Nos. 179 and 180; thence along said Knollwood Lane, N. 89-43 E. 88 feet to an iron pin, the joint front corner of Lots 178 and 179, the point of beginning.

ALSO: All that certain piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, and being a portion of Lot No. 180 located on the Northeast side of Knollwood Lane Cleveland Forest, as shown on a plat prepared by Piedmont Engineering Service, November 9, 1951, according to said plat, the following metes and bounds:

BEGINNING at a point in the center of the front line of Lot 180 on the northeast side of Knollwood Lane, which point is located 90 feet southeast of an iron pin on the northeast side of Knollwood Lane in the northeast corner of the intersection of Knollwood Lane with Dogwood Lane; thence along said Knollwood Lane, S. 79-56 E. 40 feet to an iron pin at the joint front which has the address of 105 Knollwood Lane Greenville

South Carolina 29607 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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